

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CV 07 2787

QUALITY KING
DISTRIBUTORS, INC. and
PRO'S CHOICE BEAUTY CARE, INC.,

Plaintiffs,

-against-

RAMON DESAGE, and
CADEAU EXPRESS

Defendants.

BIANCO, J.

Index No. **LINDSAY, M.J.**

NOTICE OF REMOVAL

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ **JUL 10 2007** ★

BROOKLYN OFFICE

Defendants Ramon DeSage and Cadeau Express hereby file this Notice of Removal of the above-described action to the United States District Court for the Eastern District of New York, from the Supreme Court of the State of New York, County of Suffolk, where the action is now pending as provided by Title 28, U.S. Code, Chapter 89 and state:

1. Ramon DeSage and Cadeau Express are the defendants in the above-entitled action.
2. The above-entitled action was commenced in the Supreme Court of the State of New York, County of Suffolk, and is now pending in that court. Process was served on the defendants on June 11, 2007, and again on July 5, 2007 with respect to an amended complaint. A copy of the plaintiff's complaint and amended complaint setting forth the claims for the relief upon which the action is based were first received by the defendants on June 11, 2007 and July 9, 2007, respectively.

3. The action is a civil action for breach of contract and the United States District Court for the Eastern District of New York has jurisdiction by reason of the diversity of citizenship of the parties.

4. Plaintiff Quality King Distributors, Inc. is now, and at the time the state action was commenced was, a New York corporation with its principal office in the State of New York. Plaintiff Pro's Choice Beauty Care, Inc. is now, and at the time the state action was commenced was, a New Jersey corporation with its principal office in the State of New York. Defendant Ramon DeSage is now, and at the time the state action was commenced was, a citizen of Nevada. Defendant Cadeau Express is now, and at the time the state action was commenced was, a Delaware corporation with its only office in the State of Nevada. The matter in controversy exceeds \$75,000. No change of citizenship of the parties has occurred since the commencement of the action. Defendants are not citizens of the state in which the action was brought.

5. A copy of all process, pleadings, and orders served upon the defendants are filed with this notice.

6. Defendant will give written notice of the filing of this notice as required by 28 U.S.C. § 1446(d).

7. A copy of this notice will be filed with the clerk of the Supreme Court of the State of New York, County of Suffolk as required by 28 U.S.C. § 1446(d).

WHEREFORE, the defendants request that this action proceed in this Court as an action properly removed to it.

Dated: July 10, 2007

Yours etc.



Alan P. Fraade
(AF 9602)
Mintz & Fraade, P.C.
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New York, NY 10022
(212) 486-2500

To: Ira Greenberg, Esq.
Edwards & Angell, LLP
Attorneys for Plaintiffs
750 Lexington Avenue
New York, NY 10022
(212) 308-4411

Alfred R. Paliani, Esq.
Of Counsel
Quality King Distributors, Inc.
2060 Ninth Avenue
Ronkonkoma, NY 11779
(631) 439-2316

Alfred R. Paliani
General Counsel
Quality King Distributors, Inc.
2060 Ninth Avenue
Ronkonkoma, New York 11779
(631) 439-2316

Attorney for Plaintiff

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

QUALITY KING DISTRIBUTORS, INC.,

Plaintiff,

- against -

CADEAU EXPRESS, INC. AND
RAMON DESAGE,

Defendants.

Index No.: 07-17660

Date Purchased: 6/8/07

SUMMONS


Plaintiff designates Suffolk
County as the place of trial

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon the plaintiff's attorney an answer to the complaint in this action, within twenty (20) days after the service of this Summons, exclusive of the date of service, or within thirty (30) days after service is complete if the summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff designates Suffolk County as the place of trial. The basis for the venue is the business address of plaintiff.

Dated: Ronkonkoma, New York
June 7, 2007


Alfred R. Paliani
General Counsel
Quality King Distributors, Inc.
2060 Ninth Avenue
Ronkonkoma, New York 11779
(631) 439-2316

Attorney for Plaintiff

To: Cadeau Express, Inc.
3494 East Sunset
Las Vegas, Nevada 89120

Ramon Desage
6844 Tomiyasu Lane
Las Vegas, Nevada 89120

Alfred R. Paliani
General Counsel
Quality King Distributors, Inc.
2060 9th Avenue
Ronkonkoma, NY 11779
(631) 439-2316

Attorney for Plaintiff

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

QUALITY KING DISTRIBUTORS, INC.,

Plaintiff,

- against -

CADEAU EXPRESS, INC. AND
RAMON DESAGE,

Defendants.

Index No.: 07-17660

COMPLAINT

1. Plaintiff Quality King Distributors, Inc. is a New York corporation with its principal office in this county. It is a wholesaler of, among other things, health and beauty care products and over-the-counter pharmaceutical products.

2. On information and belief, defendant Cadeau Express, Inc. is a foreign corporation with its principal place of business outside this state. It is a distributor of health and beauty care products, fragrances and over-the-counter pharmaceutical products, some of which it has sold to Quality King and its affiliates.

3. On information and belief, Cadeau is doing business or, in the alternative, transacting business in New York. Cadeau offers its products for sale in, and ships those products into, New York. This action arose out of one or more such transactions.

4. On information and belief, defendant Ramon DeSage is a resident of the state of Nevada who is doing business or, in the alternative, transacting business in New York. On information and belief, DeSage has visited the state of New York in connection with the transactions and occurrences that are the subject of this action.

FIRST CAUSE OF ACTION

5. From time to time, Quality King has paid sums of money to Cadeau as advance payments for the purchase of assorted health and beauty care merchandise to be supplied by Cadeau.

6. In return for such advance payments, in addition to the promised delivery of merchandise, Cadeau has promised to provide credits to Quality King for the purchase of merchandise in the future.

7. At the present time, the total outstanding that is owed by Cadeau to Quality King through a combination of unpaid advances and outstanding credits, net of deliveries of product, is in excess of \$3,000,000.

8. As a consequence, Quality King has suffered contract damages in an exact amount to be proved at trial, but at least \$3,000,000.

SECOND CAUSE OF ACTION

9. Quality King realleges paragraphs "5", "6", "7" and "8" of the complaint.

10. Defendant DeSage executed a personal guaranty dated February 27, 2007, unconditionally guaranteeing the obligations of Cadeau to Quality King up to a maximum of \$3,000,000, which guaranty remains in full force and effect.


11. Since the outstanding obligation of Cadeau to Quality King is in excess of \$3,000,000, DeSage owes Quality King the sum of \$3,000,000.

12. As a consequence, Quality King has suffered contract damages in the amount of \$3,000,000 that is recoverable from DeSage.

WHEREFORE, plaintiff Quality King Distributors, Inc. demands judgment of defendant Cadeau Express, Inc. in an amount to be proved at trial, but at least \$3,000,000, and of

defendant Ramon DeSage in the sum of \$3,000,000 in actual damages, together with the costs and disbursements of this action.

Dated: June 7, 2007



Alfred R. Paliani
Attorneys for Plaintiff
Quality King Distributors, Inc.
2060 Ninth Avenue
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(631) 439-2316

Cadeau Express, Inc.

3494 E. Sunset Rd
Las Vegas, NV 89120
Phone: 702-433-1333
Fax: 702-436-5276

CADEAU EXPRESS, INC.

Fax

To: ALAN P FRAADE, ESQ**From: Ramon Desage**

MINTZ & FRAADE, P.C
488 MADISON AVENUE
NEW YORK, NEW YORK 10022

(702) 433 1333

Fax: (212) 486 0701**Date: June 12, 2007**

Phone: (212) 486 2500**Pages: 6 Pages including cover sheet**

☒ **Urgent** ☐ **For Review** ☐ **Please Comment** ☒ **Please Reply** ☐ **Please Recycle**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

QUALITY KING DISTRIBUTORS, INC. and
PRO'S CHOICE BEAUTY CARE, INC.,

Plaintiff(s)

against

CADEAU EXPRESS, INC. and
RAMON DESAGE,

Defendant(s)

Index No. 07-17660

Date purchased

June 8, 2007

Plaintiff(s) designate(s)

Suffolk

County as the place of trial.

The basis of the venue is
Quality King's principal
office

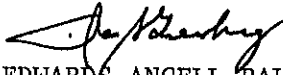
AMENDED **Summons**

Plaintiff(s) reside(s) at
2060 Ninth Avenue
Ronkonkoma, NY 11779
County of Suffolk

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated, July 5, 2007


EDWARDS ANGELL PALMER & DODGE LLP
Attorney(s) for Plaintiffs

Defendant's address:

c/o Alan P. Fraade, Esq.,
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Office and Post Office Address
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New York, NY 10022

Ira G. Greenberg
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

QUALITY KING DISTRIBUTORS, INC.,
and PRO'S CHOICE BEAUTY CARE, INC.,

Plaintiffs,

-against-

CADEAU EXPRESS, INC. and
RAMON DESAGE,

Defendants.

Index No. 07/17660

AMENDED COMPLAINT

1. Plaintiff Quality King Distributors, Inc. is a New York corporation with its principal office in this county. It is a wholesaler of, among other things, health and beauty care products and over-the-counter pharmaceutical products.

2. Plaintiff Pro's Choice Beauty Care, Inc. is a New Jersey corporation with its principal office in this county. It is a wholesaler of, among other things, professional hair care products.

3. On information and belief, defendant Cadeau Express, Inc. is a foreign corporation with its principal place of business outside this state. It is a distributor of health and beauty care products, fragrances, over-the-counter pharmaceutical products, and professional hair care products, some of which it has sold to Quality King and its affiliates and to Pro's Choice.

4. On information and belief, Cadeau is doing business or, in the alternative, transacting business in New York. Cadeau offers its products for sale in, and ships those products into, New York. This action arose out of one or more such transactions.

5. On information and belief, defendant Ramon DeSage is a resident of the state of Nevada who is doing business or, in the alternative, transacting business in New York. On information and belief, DeSage has visited the state of New York in connection with the transactions and occurrences that are the subject of this action.

FIRST CAUSE OF ACTION

6. From time to time during the past twelve months, Quality King has paid sums of money to Cadeau as advance payments for the purchase of assorted health and beauty care merchandise to be supplied by Cadeau.

7. In return for such advance payments, in addition to the promised delivery of merchandise, Cadeau has promised to provide credits to Quality King for the purchase of merchandise in the future. Cadeau further agreed that, to the extent that these credits were unused within a specified period, it would pay them to Quality King in cash.

8. Cadeau owes Quality King in excess of \$3,000,000 net of deliveries of product.

9. Despite due demand, Cadeau has refused to pay all or any part of that sum.

SECOND CAUSE OF ACTION

10. Quality King realleges paragraphs 6-9 of this complaint.

11. Defendant DeSage executed a personal guaranty dated February 27, 2007, unconditionally guaranteeing Cadeau's obligations to Quality King up to a maximum of \$3,000,000. That guaranty remains in full force and effect.

12. Accordingly, DeSage owes Quality King the sum of \$3,000,000.

13. Despite due demand, DeSage has refused to pay all or any part of that sum.

THIRD CAUSE OF ACTION

14. From time to time for the past twelve months, Pro's Choice has paid money to Cadeau as advances against the purchase of professional hair care merchandise.

15. In return for such advance payments, in addition to the promised delivery of merchandise, Cadeau has promised to provide credits to Pro's Choice for the purchase of merchandise in the future. Cadeau further agreed that, to the extent that these credits were unused within a specified period, it would pay them to Pro's Choice in cash.

16. Cadeau owes Pro's Choice in excess of \$3,000,000 net of deliveries of product.

17. Despite due demand, Cadeau has refused to pay all or any part of that sum.

FOURTH CAUSE OF ACTION

18 Pro's Choice realleges paragraphs 14-17 of the complaint.

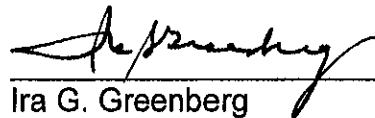
19. Defendant DeSage unconditionally guaranteed the obligations of Cadeau to Pro's Choice.

20. Accordingly, DeSage owes Pro's Choice the sum of \$3,000,000.

21. Despite due demand, DeSage has refused to pay all or any part of that sum.

WHEREFORE, plaintiffs Quality King Distributors, Inc. and Pro's Choice Beauty Care, Inc. each demands judgment of defendant Cadeau Express, Inc. and Ramon DeSage, jointly and severally, in an amount to be proved at trial, but at least \$3,000,000, together with interest and the costs and disbursements of this action.

Dated: July 5, 2007



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